Exhibit 4



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- 10. Term. The term of this Agreement shall begin on the day that you agree to these terms and shall continue until terminated by either of us upon notice, which may be given by email. The terms of sections 4, 5, 7 and 8 shall survive termination. Additionally, all of the restrictions on use of our information shall continue to apply to information downloaded from Intelius until all copies of that information are destroyed by you.
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- 12. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. In any legal proceeding relating to your use of the Intelius databases, you agree to waive any right you may have to participate in any class, group, or representative proceeding and to waive any right you may have to a trial by jury. Any claim, controversy, or dispute that arises under or relates to your use of the Intelius databases shall be referred by the aggrieved party to binding arbitration under the Commercial Rules of the American Arbitration Association.
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